

1 STEPHEN J. HIRSCHFELD (SBN 118068)  
 2 DONNA M. RUTTER (SBN 145704)  
 3 KRISTEN L. WILLIAMS (SBN 232644)  
 CURIALE DELLAVERSON HIRSCHFELD  
 & KRAEMER, LLP  
 727 Sansome Street  
 San Francisco, CA 94111  
 Telephone: (415) 835-9000  
 Facsimile: (415) 834-0443  
 Email: [kwilliams@cdhklaw.com](mailto:kwilliams@cdhklaw.com)

6 Attorneys for Defendants  
 7 MICHAEL P. MCGRATH; ALL RISKS, LTD.

8 IN THE UNITED STATES DISTRICT COURT  
 9 FOR THE NORTHERN DISTRICT OF CALIFORNIA

11 CRUMP INSURANCE SERVICES, INC.,

Case No. C-07-4636 MMC

12 Plaintiff,

**STIPULATED PROTECTIVE ORDER  
 REGARDING CONFIDENTIALITY**

13 vs.

14 MICHAEL P. MCGRATH, an individual,  
 15 ALL RISKS, LTD., a corporation, and  
 Does 1 through 50, inclusive,

16 Defendants.

17  
 18 This Stipulation and Protective Order Regarding Confidentiality ("Protective Order") is  
 19 entered into by and between Plaintiff Crump Insurance Services, Inc. ("Plaintiff") and Defendant  
 20 Michael McGrath and All Risks, LTD ("Defendants"), through their respective counsel. Plaintiff  
 21 and Defendants are also referred to in this Protective Order as the "parties" or a "party."

22 A. Whereas, in connection with certain requests for production of documents,  
 23 interrogatories and other written or oral discovery in the above-captioned litigation, the parties  
 24 have requested and anticipate producing documents and information that one or more party  
 25 contends to be confidential by reason of principles of privilege or confidentiality;

26 B. Whereas, the parties wish to accommodate each others' requests for production of  
 27 documents and information without compromising the confidentiality of the documents produced  
 28 or the information contained therein; and

1                   C.     Whereas, nothing in this Protective Order shall constitute an acknowledgement by  
2 any party that there are in fact any legally protected privacy, trade secret, or other confidentiality  
3 interests or privileges with respect to any of the materials covered by this Protective Order.

4                   Based on the foregoing, THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

5                   1.     The parties will be producing discovery in this litigation through  
6 production of documents, electronically stored information, and things, and other information and  
7 responses to written or oral discovery requests ("Discovery Responses"). These Discovery  
8 Responses may contain information that Plaintiff or Defendants contend is of a proprietary,  
9 confidential, private, or commercially sensitive nature.

10                  2.     This Protective Order applies to all Discovery Responses in this litigation  
11 proceeding that Plaintiff or Defendants contend is of a proprietary, confidential, private, or  
12 commercially sensitive nature. Such Discovery Responses, and the information contained  
13 therein, are hereinafter referred to as the "Confidential Information."

14                  3.     Disclosure to third parties of the Confidential Information could be  
15 injurious to the interests of the producing party or its present or former customers and/or  
16 employees.

17                  4.     The Confidential Information shall be viewed by or otherwise disclosed  
18 only to: (a) those employees who need to know for participation in the litigation as determined by  
19 counsel. In exercising the discretion granted to counsel pursuant to this subpart (a), counsel shall  
20 endeavor to limit the number of persons who have access to the information; (b) counsel for the  
21 parties and their employees; (c) expert witnesses or consultants employed by the parties or their  
22 counsel in connection with this litigation; (d) testifying witnesses in this litigation; (e) the United  
23 States District Court, Northern District staff and any judge assigned to this case; and (f) any court  
24 reviewing the decision of the United States District Court, Northern District. Confidential  
25 Information shall be held in strict confidence by each of the foregoing persons, and shall be used  
26 or disclosed solely in connection with this litigation, and for no other purpose. The foregoing  
27 persons identified in subdivisions (a), (b), (c), and (d) above shall not disclose Confidential  
28 Information or discuss the content thereof with anyone other than the foregoing persons without

1 the prior written consent of counsel for the party who produced such Confidential Information. If  
2 any party hereto should determine that disclosure of Confidential Information to other third  
3 parties is necessary or appropriate, such party shall request the modification of this Protective  
4 Order to permit such additional disclosure by application to the Court. Prior to any person  
5 identified in paragraph 4(a), (c), or (d) reviewing any such materials, such person shall be  
6 provided a copy of this Order and shall have executed a Certificate Regarding Confidentiality as  
7 provided in Paragraph 5 of this Protective Order.

8       5. Each person identified in paragraph 4 (a), (c), and (d) to whom any  
9 Confidential Information is disclosed, prior to such disclosure, shall: (1) be given a copy of this  
10 Protective Order by counsel for the party disclosing such Confidential Information; (2) consent to  
11 the personal jurisdiction of the United States District Court, Northern District of any appropriate  
12 court with respect to any proceeding relating to enforcement of this Protective Order; (3) be  
13 bound by the terms of such Protective Order; and (4) certify by signing a copy of the Certificate  
14 Regarding Confidentiality attached as Exhibit A that he or she has carefully read the Protective  
15 Order, fully understands its terms, and will abide by its terms. Counsel for the party disclosing  
16 such Confidential Information shall be responsible for maintaining the original signed  
17 Certificates, and shall also maintain a list of all persons to whom such Confidential Information is  
18 disclosed.

19       6. At the conclusion of this case, each party hereto shall either destroy all  
20 Confidential Information or return all Confidential Information to counsel for the party who  
21 produced such Confidential Information.

22       7. This Protective Order shall be binding on each of the parties hereto. The  
23 undersigned counsel represent that they are authorized to execute this Protective Order on behalf  
24 of their respective clients. Each person employed by any party hereto or their counsel to whom  
25 disclosure is made of any Confidential Information shall be bound by the terms of this Protective  
26 Order. Any person or entity that violates the terms of this Protective Order shall be subject to the  
27 jurisdiction of the United States District Court, Northern District and any judge assigned to this  
28 case.

1                   8. This Protective Order is without prejudice to any right to object to the  
2 production of documents or information on any basis, to apply to the Court for a further  
3 protective order, to object to any discovery request, or to apply to the Court for an order  
4 compelling further discovery, further discovery protection or modification of this Protective  
5 Order. By producing Confidential Information pursuant to this Protective Order, the producing  
6 party does not admit the admissibility as evidence of the information or documents produced,  
7 waive any rights to object to the admission into evidence of the information or documents  
8 produced, or waive any rights to assert the attorney-client and/or work product privileges with  
9 respect to other requested or produced documents.

10                  9. If the recipient of Confidential Information contends that it should not be  
11 designated as "Confidential" under this Protective Order, the recipient shall notify the producing  
12 party of that fact in writing within thirty-five (35) days of its receipt of the information. If the  
13 parties are unable to resolve through an informal meet and confer process the dispute regarding  
14 the designation within ten (10) business days of the producing party's receipt of the written  
15 notice, the recipient may file a motion with the Court seeking to have the information no longer  
16 be designated as confidential under this Protective Order. This motion must be filed within thirty  
17 (30) days after the (10) business day meet and confer period described above has elapsed. If the  
18 recipient party files a motion to change the designation of the information, the producing party  
19 may file an opposition in conformity with the court rules. Except as provided above, until the  
20 Court enters an order, if any, changing the designation of the information, it shall be treated and  
21 designated as "Confidential" under this Protective Order.

22                  10. Any documents or information produced in this litigation by a third party  
23 pursuant to subpoena, deposition, or other discovery procedure shall be treated as Confidential  
24 Information subject to all the provisions of this Protective Order upon written notice to the  
25 respective counsel for each party hereto. Such notice: (a) shall refer to this Protective Order;  
26 (b) shall identify the documents or information to be treated as Confidential Information  
27 hereunder; and (c) may be given by any party hereto or by the third party that produced such  
28 documents or information.

1                   11. Any document filed or exchanged in this litigation which discloses the  
2 substantive content of Confidential Information may be stamped or labeled as "Confidential." A  
3 party or non-party may designate information disclosed during a deposition or in response to  
4 written discovery as "Confidential" by so indicating in said responses or on the record at the  
5 deposition. Additionally, a party or non-party may designate in writing, within twenty (20) days  
6 after receipt of a responses to written discovery or of the deposition transcript for which the  
7 designation is proposed, that specific pages of the transcript and/or specific responses be treated  
8 as "Confidential" information. Any other party may object to such proposal, in writing or on the  
9 record. In an attempt to resolve an objection, the parties shall follow the procedures described in  
10 paragraph 9 above.

11                   12. This Protective Order shall not apply to any party's handling of its own  
12 Confidential Information.

13                   13. This Protective Order shall survive the final termination of this litigation.

14                   14. The parties agree to be bound by the terms of this Protective Order upon  
15 execution by their respective counsel, regardless of when and/or whether the Court approves this  
16 Protective Order.

17                   ///

18                   ///

19                   ///

20                   ///

21                   ///

22                   ///

23                   ///

24                   ///

25                   ///

26                   ///

27                   ///

28                   ///

1 Dated: March 10, 2008

2  
3 CURIALE DELLAVERSON HIRSCHFELD  
4 & KRAEMER, LLP

5 By: Kristen L. Williams

6 Stephen J. Hirschfeld  
7 Donna M. Rutter  
8 Kristen L. Williams  
9 Attorneys for Defendants  
10 MICHAEL P. MCGRATH; ALL RISKS,  
11 LTD.

12 Dated: March 17, 2008

13 FULBRIGHT & JAWORSKI, LLP

14 By: Douglas W. Stern  
15 Douglas W. Stern  
16 Attorney for CRUMP INSURANCE  
17 SERVICES, INC.

18 IT IS SO ORDERED. Further, any party seeking to file a document under seal must comply  
19 with the requirements of Civil Local Rule 79-5.

20 Date: March 24, 2008

21 Maxine M. Chesney  
22 Judge of the Northern District Court  
23 Maxine M. Chesney

1  
2  
3 EXHIBIT A  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

## CERTIFICATE REGARDING CONFIDENTIALITY

I hereby certify that I have carefully read the Stipulation for Protective Order Regarding Confidentiality and Protective Order entered in *Crump Insurance, Inc. v. Michael P. McGrath and All Risks, LTD.*, United States District Court, Northern District, Case No. C-07-4636 MMC ("Stipulation and Protective Order"), and that I fully understand the terms of the Stipulation and Protective Order. I recognize that I am bound by the terms of the Stipulation and Protective Order, and I agree to comply with those terms. I further understand and agree that I shall be subject to the jurisdiction of the United States District Court, Northern District for the purposes of a contempt citation or other appropriate sanction or penalty under applicable laws and rules for violation of this Stipulation and Protective Order.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Signed

Name (please print): \_\_\_\_\_

Affiliation: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Home Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_